

**UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND**

AMANDA CERNY, ALYSSA NOBRIGA,
ABIGIAL RATCHFORD, ARIANNY LOPEZ,
BRENDA GIEGER, BROOKE JOHNSON a/k/a
BROOKE TAYLOR, DENISE TRLICA a/k/a
DENISE MILANI, DESSIE MITCHESON,
DEVIN JUSTINE TAKEGUMA, EMILY
SEARS, JACLYN SWEDBERG, JAIME
EDMONDSON LONGORIA, JESSICA
BURCIAGA, JESSICA HINTON a/k/a JESSA
HINTON, JESSICA GOLDEN a/k/a JESSE
GOLDEN, JOANNA KRUPA, KEELEY
HAZELL, KRYSTAL FORSCUTT HIPWELL,
LINA POSADA, LUCY PINDER, MARIANA
DAVALOS, NIKKI LEIGH, PAOLA CANAS,
RHIAN SUGDEN, SHELBY CHESNES,
TIFFANY TOTH GRAY, TIFFANY SELBY
and URSULA MAYES,

Plaintiffs,

- against -

R.I. CRANSTON ENTERTAINMENT INC. and
STEVEN MEDEIROS,

Defendants.

Case No. 19-cv-495 (JJM)(PAS)

[PROPOSED] FINAL CONSENT JUDGMENT

COME NOW, plaintiffs AMANDA CERNY, ALYSSA NOBRIGA, ABIGIAL
RATCHFORD, ARIANNY LOPEZ, BRENDA GIEGER, BROOKE JOHNSON a/k/a BROOKE
TAYLOR, DENISE TRLICA a/k/a DENISE MILANI, DESSIE MITCHESON, DEVIN
JUSTINE TAKEGUMA, EMILY SEARS, JACLYN SWEDBERG, JAIME EDMONDSON
LONGORIA, JESSICA BURCIAGA, JESSICA HINTON a/k/a JESSA HINTON, JESSICA
GOLDEN a/k/a JESSE GOLDEN, JOANNA KRUPA, KEELEY HAZELL, KRYSTAL
FORSCUTT HIPWELL, LINA POSADA, LUCY PINDER, MARIANA DAVALOS, NIKKI

LEIGH, PAOLA CANAS, RHIAN SUGDEN, SHELBY CHESNES, TIFFANY TOTH GRAY, TIFFANY SELBY and URSULA MAYES (collectively “Plaintiffs”) and defendants R.I. CRANSTON ENTERTAINMENT INC. and STEVEN MEDEIROS (collectively, “Defendants”) by and through their respective undersigned counsel, and hereby respectfully petition the Court for entry of this Final Consent Judgment and would show unto the Court as follows:

1. This is an action brought pursuant to 15 U.S.C. § 1125(a) and Rhode Island General Law 1956, § 9-1-28, *et seq.* and asserting various common law torts relating to advertisements published by Defendants depicting images of Plaintiffs. These advertisements were published using multiple social media venues, including but not limited to Defendants’ Facebook and Instagram accounts.

2. Plaintiffs alleged in the Complaint that Defendants used their images without consent or remuneration, and that the advertisements depicted Plaintiffs in a manner that implied they were promoting Defendants’ strip club, were employed thereat, or were otherwise associated, affiliated, or connected with same.

3. At the time of some of Defendants’ uses of Plaintiffs’ images in their advertising, Defendants were insured by insurance Policy Number 1RA3GL0000458-00 issued by Princeton Excess and Surplus Lines Insurance Company (“Princeton”) for policy period April 1, 2016-April 1, 2017 and Policy Number IRA3GL0000458-01 issued by Princeton for policy period April 1, 2017-April 1, 2018.

4. Defendants tendered a request for defense and indemnification Princeton.

5. In response, Princeton took the position that Defendants were entitled to no insurance coverage for advertisements published between April 1, 2017 and April 1, 2018.

6. Plaintiffs and Defendants have therefore entered into a settlement agreement pursuant to which, their answer notwithstanding, Defendants consent to entry of the following judgment for the purpose of compromising disputed claims: a judgment in the amount of ONE MILLION EIGHT HUNDRED AND NINETY FIVE THOUSAND DOLLARS (\$1,895,000) (hereinafter, the “Stipulated Judgment”).

7. The amount of the Stipulated Judgment is reasonable in light of what a jury might reasonably award in compensation attributable to Defendants’ alleged conduct over many years, coupled with the amount of attorneys’ fees and costs a Court may reasonably award pursuant to 25 U.S.C. § 1125 in the event Plaintiff prevails at trial.

8. Further, as part of the parties’ settlement, Defendants have agreed that once the Stipulated Judgment is entered herein, Defendants will assign to Plaintiffs all of their rights, claims, and causes of action against Princeton and their agents, brokers, employees, officers and all other persons or entities to or arising out of (i) any applicable insurance policy or policies; (ii) the claims made by Plaintiffs against Defendants herein; and, (iii) any other assignment entered into by and between Plaintiffs and Defendants (the “Assigned Claims”).

9. In consideration for these assignments, and effective after such assignments have been delivered to Plaintiffs, Plaintiffs agree to not take any action of any kind to assign, document, record, registered as a lien, or collect against Defendants the Stipulated Judgment; save and except for Defendants’ assets consisting of any and all right, title and interest in the Princeton and each of them, together with all of their respective rights, claims, and causes of action in the Assigned Claims (the “Wonderland Covenant”).

10. Plaintiffs will thereafter dismiss this suit, with prejudice.

11. The Parties settlement is reasonable.

12. The Stipulated Judgment will be the complete and final judgment addressing all claims in this lawsuit against Defendants.

13. This Judgment and the agreements and documents referred to herein contain the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral. The Parties are not relying, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement, and waive any right to assert or claim that they were induced to enter into this Agreement by any representation, promise, statement or warranty which is not expressly set forth in this agreement.

14. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity, including Princeton, other than the signatory parties hereto, and their respective successors and permitted assigns, any right, defense, remedy or claim under or in respect to this Agreement or any provision hereof.

15. For all purposes of this Agreement, time is of the essence.

16. The Parties acknowledge and agree that all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear otherwise, in favor of, or against, any party by reason of the party's role in drafting this Agreement.

17. The motion for entry of judgment is well taken and should be GRANTED.

IT IS THEREFORE ORDERED THAT:

A. Judgment is entered in this action in favor of Plaintiffs and against Defendants

for all claims set forth in the Complaint, in the amount of ONE MILLION EIGHT HUNDRED AND NINETY FIVE THOUSAND DOLLARS (\$1,895,000) plus post-judgment interest beginning on the date this judgment is entered until final payment.

B. Plaintiffs shall not assign or, upon the Wonderland Covenant becoming effective, execute, or otherwise attempt in any manner to collect on the Stipulated Judgment except as to Defendants' assets consisting of any and all right, title and interest in the Princeton policies, together with all of their respective rights, claims, and causes of action in the Assigned Claims.

C. Upon the assignment of the Assigned Claims to Plaintiffs by Defendants, the Wonderland Covenant shall become effective.

D. Within ten (10) days after the Wonderland Covenant becomes effective, Plaintiffs shall file a stipulation of discontinuance, dismissing all claims against Defendants with prejudice.

E. The Court will continue to retain jurisdiction over this matter.



AMANDA CERNY

ALYSSA NOBRIGA

ABIGAIL RATCHFORD

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DESSIE MITCHESON

DEVIN JUSTINE TAKEGUMA

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DENISE TRLICA a/k/a DENISE MILANI

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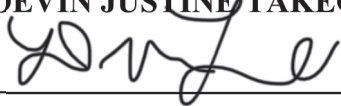
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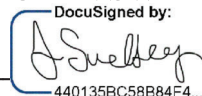
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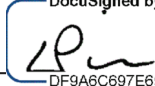
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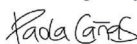
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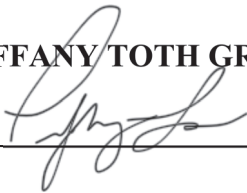
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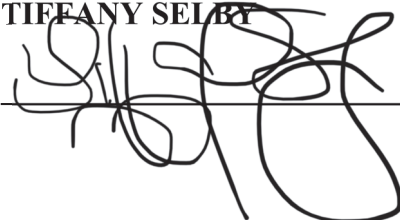
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URSULA MAYES

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RI CRANSTON ENTERTAINMENT, INC.

By: _____

Its: _____

STEVEN MEDEIROS

HON. JOHN J. MCCONNELL, JR., U.S.D.J.

URSULA MAYES

RI CRANSTON ENTERTAINMENT, INC.



By: Steven Medeiros
Its: President

STEVEN MEDEIROS





HON. JOHN J. MCCONNELL, JR., U.S.D.J.